

Exhibit A


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Purchase and Sale Agreement

The following are the agreed upon terms and conditions for the purchase and sale of epf.com. This agreement is written between Seller and Buyer, collectively the "Parties". Sedo GmbH or Sedo LLC itself are not parties to this agreement, but rather are contracted to assist with and guide the fulfillment.

Seller

Patrick Sitrok
14999 Preston Rd.
Dallas, TX 75254
United States

Buyer

Electronic Creations Corporation
Jackie Young
1275 Fourth Street
Santa Rosa, CA 95404
United States

1. Definitions.

In this agreement the following words and phrases shall have the following meaning:

"Sedo Marketplace" means any of the integrated domain name marketplaces offered at an international collection of URLs that are owned or operated by Sedo GmbH or Sedo LLC or one of its subsidiaries.

"Payment Request" means an accounting document created by Sedo GmbH or Sedo LLC containing payment instructions related to the Purchase Object transfer.

"Purchase Object" means an Internet domain name offered for sale by the Seller via the Sedo Marketplace under the conditions articulated by Seller in their Offer Description posted on the Make Offer page for their listing, including, when marked as a website/project, content comprising the Website associated with said Internet domain, or conditions otherwise agreed upon by the Parties in the course of negotiation.

"Website" means any and all multimedia content, images, databases, user lists (including credentials and contact information, when applicable), and related underlying source code required for the continual operation of the website found at the corresponding domain at the time of agreement, unless otherwise indicated by Seller in their Offer Description or otherwise altered in the course of negotiation.

2. Purchase Object and Purchase Price

The Purchase Object of this Purchase and Sale Agreement of 10/05/2017 is the Internet domain name epf.com, and when included by the Seller as indicated on the Make Offer page, the related Website.

The Purchase Price shall amount to 20,500.00 USD including any statutory tax that may be incurred (for instance VAT).

3. Warranties and Representations

a) The Seller guarantees that they are the owner of the aforementioned Purchase Object and may freely dispose of said Purchase Object. Furthermore, Seller warrant that the Purchase Object is not encumbered by the rights of third parties and that to date, they have not received any warnings of potential litigation or preliminary injunctions against the Purchase Object that have not been disclosed to Buyer.

b) The Buyer understands and agrees that it is their sole responsibility and duty to perform all necessary due diligence before entering into this agreement to buy the Purchase Object, including research of fitness for particular intended uses, trademark clearance, or anything that could inhibit their future use and enjoyment of the Purchase Object.

c) Buyer and Seller shall be liable to each other only for damages that are based upon their failure to perform the necessary steps to complete this transaction, intentional wrongdoing or gross negligence and shall not be liable for claims seeking consequential or punitive damages.

4. Processing the Transaction

a) The Parties agree that processing of payment of the Purchase Price and facilitating the transfer of control of the Purchase Object shall be conducted by Sedo LLC, 161 First Street, Fourth floor, Cambridge, MA 02142, USA and/or Sedo GmbH, Im Mediapark 6, 50670 Cologne. The Parties understand that Sedo LLC or Sedo GmbH may charge a commission fee for this service and agree that

such commission fee will be paid by the Parties according to the related terms of use of such service. Furthermore, the Parties acknowledge that any commission owed to Sedo GmbH or Sedo LLC is due at the effective date of this purchase and sale agreement, regardless of the completion of such.

- b) In the event that either party fails to perform all reasonable steps necessary to submit payment, complete the transfer of control of the Purchase Object, or otherwise fails to communicate with Sedo's representatives in a timely manner, Sedo LLC or Sedo GmbH shall have the permission of the Parties to cancel or temporarily suspend attempts to transfer said Purchase Object and to demand the commission from the Party who has failed to complete all reasonable steps necessary to complete the transaction.
- c) Buyer's Payment must be sent to Sedo and the remittance confirmed in writing to Sedo via the Sedo account interface within six (6) days from date of agreement.
- d) Seller and Buyer agree to immediately perform all necessary steps required to complete the transfer of Purchase Object as soon as receiving related instructions from the assigned Sedo representative.

5. Disputes & Specific Performance

- a) Due to the unique and specific nature of Internet domain names, the Parties agree that in the event a breach of this agreement results in a failed attempt to transfer control of the Purchase Object from Seller to Buyer, the aggrieved Party shall have the right to demand specific performance in lieu of monetary damages.
- b) In the event that either Party requires legal assistance enforcing their rights pursuant to this agreement, the winning Party is entitled to recover legal fees from the other.
- c) For the avoidance of doubt, should this purchase and sale transaction fail due to the breach of this agreement by either Party, including, but not limited to following or responding to all necessary instructions provided by Sedo pursuant to its Domain Transfer Service, the breaching party shall be liable to Sedo for the commission fee.
- d) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of Massachusetts or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Massachusetts.
- e) If any provision of this Agreement, or part thereof, shall be held to be unenforceable, void or contrary to law, such provision, or part thereof, shall be severed from this Agreement, with the other provisions remaining in full force and effect. The ineffective provision shall be replaced by a valid one that approaches the ineffective provision as closely as possible.

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